

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

**Applicant's Name:** JUDGE EUGENE E. BROTT (Ret.)  
**Firm Name:** \_\_\_\_\_  
**Address:** 81 GRAEAGLE  
 \_\_\_\_\_  
**City/State/Zip:** OAKLAND, CA 94605-4201  
**Telephone:** ( 510 ) 406-2933 **Fax:** ( 510 ) 636-9648  
**Email:** adrc@cwnet.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

  x   Judicial Arbitration   x   Mediation        Neutral Evaluation   x   Private Arbitration

**3. EDUCATION:**

Dates (from-to)	College/University/Law School	Degree Obtained
1952-56	University of Illinois	B.S. (Journalism)
1959	University of Illinois	M.S. (Mass Communications & Phil.)
1959-62	University of Illinois	J.D.

**4. LEGAL EXPERIENCE:** State Bar No. 33763 (inactive) Date Admitted: 1963

Bar membership inactive (as required) since appointment to the bench.

A. Are you a member in good standing of the State Bar of California?   x   Yes        No

B. Are you a retired judicial officer?   x   Yes        No

Please describe when/where you last served as a judicial officer: 2001, San Francisco

C. Are you actively engaged in the practice of law at this time?        Yes   x   No

If not, are you retired from practice?   Yes   Date retired: 1995, upon appointment to

If your license is presently inactive, please explain: Judge (Retired) bench

D. Are you currently active in litigation practice?        Yes   x   No

Approximately what percentage of your practice involves litigation?   n/a   %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs   n/a   % ; of defendants        %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials   n/a   ; Court Trials        ; Mediations        ; Arbitrations        ;

G. Describe any legal publications or teaching you have done: Lecturer, U of Cal, Negotiation Techniques; Instructor, Proced. & Evid, Peralta Colleges & Oakland Police Academy; Instructor, Const. Law, Golden Gate Univ.; Instructor of Business Communications, Univ. of Ill.; Lecturer, Calif. CLE (see below)

## 5. ADR TRAINING and EXPERIENCE

<b>Course Title</b>	<b>Sponsoring Organization</b>	<b>Hours of Credit</b>	<b>Dates</b>
Dispute Resolution	Calif. Judges Assn.	n/a	1995-01
Dispute Resolution	CJER - Judges Training	n/a	1995-01
Dispute Resolution	S.B.C. - Judges Training and on the job training		1995-01
Dispute Resolution	Conciliation Forums of Oakland	30	2002
Mediation Skills	Amer. Bar Assn.	10+ 10+6	2002

A. Number of years experience as: mediator 10+; arbitrator 10+; neutral evaluator 10+;

**B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified:** Contra Costa County ADR Program; called upon in difficult cases to serve as mediator, arbitrator, settlement mentor; also see \* below.

**C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided:** *(also see \* below)*  
 ADR Services, Inc., San Francisco, professional arbitration & mediation services and CLE lecturing; Contra Costa County ADR Panel, arbitration, mediation services. Both 2002 to present

**D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.**

1. Complex Business Dispute; ownership, stock, real estate, many parties, 10/15/03; Sole
2. Partition and Sale of Real Estate; 1/9/03; Sole Provider ;
3. Heavy Equipment Contract, Rental; 12/11/02 Sole Provider ;
4. Construction Materials Claim, Highway Construction; 3/3/03; Sole Provider ;
5. Professional Services Claim, Fee Dispute; Quality of Performance; 5/8/03 Sole

E. Is your ADR style best described as \_\_\_\_\_ facilitative or \_\_\_\_\_ evaluative/directive? Both, as \_\_\_\_\_

**F. Describe any ADR related publications or training you have done:** needed/appropriate  
 Regularly present CLE training through ADR services, Inc., San Francisco

**G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.**

**Attach a copy of your fee agreement.** (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

Hourly rate \$300; pro bono services as provided by court rules. Outside pro bono services regularly offered through Conciliation Forums of Oakland

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

**A. List any languages, other than English, in which you are able to conduct ADR proceedings:**

None

**B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:**

Extensive experience working with non-English-speaking witness and their translators

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; X other (please describe: at ADR Services, Inc. offices in Los Angeles,

D. You are available to conduct ADR proceedings:   X   during regular office hours;  
  X   evenings by appointment;   X   weekends by prior arrangement;

**E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:** No special requirements. Prefer to receive concise statements of facts and positions and critical documents prior to start of ADR process.

\* I offer pro bono services through Conciliation Forums of Oakland, a neighborhood dispute resolution agency which receives referrals from Alameda County courts. Since 2002.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

<u>Case Type Accepted</u>	<u>% of Practice</u>	<u>Judicial Arb.</u>	<u>Mediation</u>	<u>Neutral Eval.</u>	<u>Private Arb.</u>
Bankruptcy					
Business/Corp.					
Civil Rights					
Collections					
Construction					
Contracts					
Elder law/abuse					
Employment:					
- Discrimination					
- Harassment					
- Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property					
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					
<u>Legal Ethics</u>					
<u>Attorney Misconduct</u>					
<u>Professional Fee Disputes</u>					

Judge Eugene E. Brott (Ret.)  
81 Graeagle  
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### **ALTERNATE DISPUTE RESOLUTION AGREEMENT**

1. The undersigned parties agree to mediation of the dispute described in paragraph 12. They have also agreed that Judge Eugene E. Brott (Ret.) will be the mediator.

2. The parties understand that Judge Brott is not an attorney and will not give any party legal advice. Each party understands that (s)he has the right to have an attorney present at all stages of the mediation.

3. The purpose of mediation is to reach a written agreement satisfactory to all parties. The parties agree to bargain in good faith. They will make every reasonable effort to resolve the dispute; they will devote as much time as is necessary toward that end; and they will bring to the mediation meeting all persons necessary to approve and carry out settlement.) The parties understand that the mediation may resolve some or all of the issues in their dispute.

4. In order to encourage frank and open discussions, mediation meetings are totally confidential. Neither the participants nor the mediator may, in any way, tell, or testify about, what was said or discussed. Nothing from the mediation meeting is admissible in any legal action or arbitration—unless all parties agree (in writing) that it will be.

5. A mediation agreement is not binding on the parties—unless they agree (in writing) that it will be. If the parties reach such a binding agreement, then that agreement will be disclosed to the Court—and perhaps others.

6. The parties may, if they wish, reach additional agreements concerning confidentiality (or disclosure) of the mediation proceedings.

7. Mediation meetings are informal. The mediator may have private talks with any party if he feels it will help the mediation process.

8. Each party agrees not to call the mediator as a witness to anything associated with this mediation. If any party causes the mediator to be called as a witness then that party shall pay the mediator's fees for time spent and for his attorney fees, expenses and costs.

9. Pursuant to Alameda County Rules of Court, the first three hours of mediation are free. After that the mediator's fee is \$300 hourly—with a \$1200 minimum. The parties agree to equally share this fee. The parties will deposit with the mediator the sum of \$1200 to cover the first four hours of the mediator's chargeable time. (If the mediation ends in 3 hours, or under, the \$1200 will be refunded.)

10. The nature of the dispute for which the parties are agreeing to mediation is set out in paragraph 12 below. That paragraph is incorporated here.

11. The parties have read and understood this agreement. A signature by an attorney indicates that the attorney has explained this agreement to his/ her client(s).

Dated: \_\_\_\_\_

12. This dispute is described as follows: